



4. Plaintiffs bring this Complaint in the district in which a substantial portion of the conduct giving rise to the claims charged therein occurred. Accordingly, venue is proper in this district pursuant to 28 U.S.C. Section 1391(b)(2011).

#### THE PARTIES

5. Plaintiffs Eliud Garcia Ortiz, Jose Luis Macias, Juan Rivera and Jose Pacheco were employed by Nabors within the meaning of the FLSA during the three-year period preceding the filing of this Complaint. Plaintiffs were employed as welders, and were engaged in the fabrication, assembly and/or refurbishment of drilling rigs. Plaintiffs regularly worked twelve (12) hours a day, seven (7) days a week, but received only straight time for hours worked in excess of forty (40) hours per week. In other words, Plaintiffs were not paid at one-and-one-half times their regular rate of pay for all hours worked in excess of forty (40) hours each workweek. In performing their duties, Plaintiffs engaged in commerce or in the production of goods for commerce.

6. Defendant Nabors Industries Inc. is a foreign for-profit company doing business in Texas. Nabors is an enterprise engaged in commerce or the production of goods for commerce, and has acted, directly or indirectly, in the interest of an employer with respect to Plaintiffs and may be served with citation by serving its registered agent, CT corporation system, 350 N. St. Paul Street, Suite 2900, Dallas, Texas 75201-4234.

#### BACKGROUND

7. Nabors employed Plaintiffs jointly along with an entity known as HongHua America LLC. HongHua America LLC sells drilling rig packages and also engages in the fabrication, assembly, and refurbishment of drilling rigs. HongHua America, LLC has an agreement with Nabors to provide workers to Nabors to work on rigs that are owned by Nabors. Nabors exercised supervision, management and control over the details of Plaintiffs' work.

8. At all times, Plaintiffs, non-exempt employees, were paid on an hourly basis, although they were never paid time-and-one-half for any hours worked over forty (40) in one week. In an attempt to avoid compliance with the FLSA, Defendant improperly classified Plaintiffs as independent contractors and/or as HongHua America LLC's employees, although no factual basis existed for treating Plaintiffs as independent contractors. Plaintiffs regularly worked in excess of forty (40) hours a week but did not get paid one-and-one-half times their regular rate of pay for all such overtime hours worked.

9. As a result, Plaintiffs did not receive overtime pay for all hours worked over forty (40) in each work week.

#### CAUSE OF ACTION

##### Failure To Pay Overtime Wages

10. As non-exempt employees, Plaintiffs were entitled to be paid at time-and-one-half their appropriate regular rate of pay for all hours worked in excess of forty (40) hours in a workweek. 29 U.S.C. Section 207(a)(2011). Although Plaintiffs routinely worked more than forty (40) hours per week, they were not compensated at one-and-one-half times their regular rate of pay for all such hours. Accordingly, Nabors' practice of failing to pay Plaintiffs one-and-one-half times their regular rate of pay for all overtime hours worked was and is in violation of the FLSA.

11. No exemption excuses Nabors from paying Plaintiffs overtime rates for all hours worked over forty (40) per workweek. Nor has the Company made a good faith effort to comply with the FLSA. As such, the Company knowingly, willfully, or with reckless disregard carried out its illegal pattern or practice regarding overtime compensation with respect to Plaintiffs. Such practice was and is a clear violation of the FLSA.

12. Additionally, Plaintiffs are entitled to an amount equal to all of their unpaid overtime wages as liquidated damages.

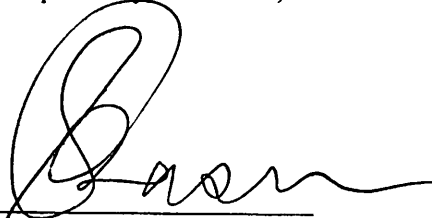
13. Additionally, Plaintiffs are entitled reasonable attorneys' fees and costs of this action. 29 U.S.C. Section 216(b)(2011).

PRAYER

WHEREFORE, Plaintiffs request that this Court award them judgment against Defendant Nabors Industries, Inc. for:

- a. damages for the full amount of unpaid overtime compensation owed;
- b. an amount equal to unpaid overtime compensation as liquidated damages;
- c. reasonable attorneys' fees, costs, and expenses of this action;
- d. pre-judgment interest and post-judgment interest at the highest rates allowable by law; and
- e. such other and further relief as Plaintiffs may be allowed by law.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Annie Basu', written over a horizontal line.

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